that of the English Chancery Courts, and regardless of the purpose or intent of any such combination an agreement to refrain from bidding at a sale was declared invalid and unenforceable as contrary to public policy. *Thompson* v. *Davies* (N. Y. 1816) 13 Johns *112. This extreme stand was soon modified and today the agreement and sale are both enforceable provided the purpose of the contracting parties is not to prevent fair competition. *Phippen* v. *Stickney* (1841) 44 Mass. 384; *Mallon* v. *Buster and Allin* (1905) 121 Ky. 379, 89 S. W. 257; *Hopkins* v. *Ensign* (1890) 122 N. Y. 144; 25 N. E. 306. That the auctioneer at a public or private sale has not fixed his reserve bidding sufficiently high should be immaterial if the conduct of the purchasers has been fraudulent; the agreement and the sale should be unenforceable as contrary to public policy.

CONTRACTS—PRINTED MATTER ON STATIONERY AS PART OF THE AGREEMENT.—A printed paragraph in clear type to the left of the signature, subjecting all transactions of the plaintiff to the rules of the Stock Exchange, was held by the lower court to be part of the contract as a matter of law. *Held,* on appeal, the judgment must be reversed on the ground that the question was one of fact and should have been submitted to the jury. *Goldsmith* v. *Italian Discount & Trust Co.* (Sup. Ct. App. Term, 1st Dept., 1920) 111 Misc. 613, 182 N. Y. Supp. 335.

Where a contract is partly written and partly printed the whole will be construed together and effect given to every term thereof unless the printed language is repugnant to the writing. *Harding* v. *Cargo of* 4,698 *Tons, etc. Coal* (D. C. 1906) 147 Fed. 971. Most courts hold, however, that printed bill heads, or matter in obscure type inconspicuously appearing at the top or bottom of the paper, to which reference is not made in the body of the contract, do not form a part thereof. *Sturtevant Co.* v. *Fireproof Film Co.* (1915) 216 N. Y. 199, 110 N. E. 440; *Sturm* v. *Boker* (1893) 150 U. S. 312, 14 Sup. Ct. 99; *cf. Hadaway* v. *Post* (1889) 35 Mo. App. 278. But where the printed clauses are in large type, prominently displayed, they must be deemed part of the contract. *Poel* v. *Brunswick Balke Collender Co.* (1915) 216 N. Y. 310, 110 N. E. 619. The problem is not to construe the terms of the contract but to establish what the terms are. This is for the jury to determine if doubt exists. *Ohio & Michigan Coal Co.* v. *Clarkson Coal & Dock Co.* (C. C. A. 1920) 266 Fed. 189; *contra, Menz Lumber Co.* v. *McNeeley Co.* (1910) 58 Wash. 223, 108 Pac. 621. Apparently acceptance of a document implies assent to its terms, wherever the offeree actually knows of them, or is reasonably put upon inquiry both by the nature of the instrument and by their display therein, or where reasonable means are taken to put him on inquiry although in fact he does not know of the stipulations. *Watkins* v. *Rymill* (1883) L. R. 10 Q. B. D. 178. By analogy printed matter on the offeror's stationery, when those requirements are met, should, if relating thereto and not repugnant thereto, be incorporated in the contract, unless evidence is adduced to prove a contrary intent of the parties. See Williston, *Contracts* (1920) §90.

DOWER—TENANCY IN COMMON—VOLUNTARY PARTITION.—One O'Steen having died intestate, his ten children, the only heirs at law, took his property as tenants in common. All the children joined in a conveyance to the complainant, O'Steen's widow, but the defendant, the wife of one of the children, did not join, and did not receive any of the proceeds. In an action to quiet title, the defendant set up her dower right. *Held,* for the defendant, since there was no judicial sale for division. *O'Steen* v. *O'Steen* (Ala. 1920) 85 So. 547.

Ordinarily, the inchoate right of dower cannot be defeated by the claim of a *bona fide* purchaser of land from the husband. *Cruize* v. *Billmire* (1886) 69 Iowa 397, 28 N. W. 657. But where there is a tenancy in common, the inchoate dower